

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (Agreement) is entered into by and between The Blackwell Law Firm, (hereinafter Blackwell), and Natalie Lutz Cardiello, Chapter 7 Trustee for Avant Gardening, Inc., (hereinafter Trustee) (Collectively, Blackwell and the Trustee shall be referred to as "Parties"):

Now therefore, in consideration of the mutual promises and covenants herein and intending to be legally bound, the Parties agree to the following terms and conditions:

1. **Auction of Blackwell Equipment.** With the exception of the vehicles identified on Exhibit A attached hereto and made a part hereof, all equipment transferred from Avant Gardening, Inc. to Blackwell (hereinafter Blackwell Equipment) shall be sold by the Trustee's liquidator (upon appointment of same by the Bankruptcy Court) on behalf of Blackwell and pursuant to a separate agreement between Blackwell and the Trustee's liquidator. Blackwell and the Trustee shall pay the costs of the sale of the Blackwell Equipment pro-rata. After payment of the costs of the sale, Blackwell shall receive 60% of the net sales proceeds of the Blackwell Equipment and the Trustee shall receive the other 40% of the net sales proceeds. Blackwell's proceeds shall be remitted to Robert O Lampl, Counsel, at 223 Fourth Avenue, 4th Floor, Pittsburgh, Pennsylvania 15222.

2. **Mutual Release.** The Parties, on behalf of themselves, their successors, assigns and any other person or entity claiming through them, do hereby fully and forever waive, release, extinguish and discharge each other, their respective predecessors and successors in interest and each past or present agent, attorney,

advisor, representative, owner, officer, director and assignee from any and all claims, actions, complaints, causes of action, debts, costs and expenses (including attorney's fees), demands or suits, at law or in equity, known or unknown, derivative or direct, present or future that the Parties, their successors, affiliates or parent companies, or anyone claiming in a derivative capacity from the Parties and the predecessors, successors and assigns of the Parties had, have, or may have as of the date of this agreement.

3. **No Admission of Liability.** This agreement is a settlement of a claim and shall not be construed as an admission of liability by any party hereto.

Miscellaneous

A. This Settlement Agreement and Mutual Release is the entire agreement between the Parties. Any modification of this Settlement Agreement and Mutual Release must be in writing and signed by the Parties hereto.

B. The Parties to this Agreement are responsible for their own respective costs including legal fees in connection with this matter.

C. This Agreement is binding upon the respective successors and assigns of the Parties hereto.


D. This Agreement may be executed in one or more counterparts, any of which need not contain the signatures of more than one party, but all such counterparts taken together shall constitute one and the same agreement. Facsimile or otherwise electronically transmitted signatures shall be deemed to have the full force and effect of original ink signatures.

E. This Agreement shall be construed under the laws of the Commonwealth of Pennsylvania.


F. The language used in this Agreement is language chosen by the Parties to express their mutual intent, and no rule of strict construction will be applied against any Party. This Agreement shall not be construed against any one Party as drafter and instead shall be construed as if all Parties participated equally in the drafting of the Agreement.

Intending to be legally bound, the parties hereby set their hands on the dates set forth below.

DATE: 10/2/19


Dennis Blackwell, on behalf of Blackwell

DATE: 10/2/19


Natalie Lutz Cardello, Chapter 7 Trustee

**VEHICLE COLLATERAL TRANSFERRED TO BLACKWELL LAW FIRM IN
JANUARY 2019 PURSUANT TO SECURITY INTEREST**

1998 Dodge Ram 1500	\$2,200.00
2014 Ford F450	\$10,000.00
2014 Ford F150	\$4,662.00
2016 Ford F250	\$3,790.00
1996 International Trailer	\$250.00
1999 Custom Trailer	\$500.00
2006 Cornelius Trailer	\$2,000.00
2015 Big Tex Trailer	\$1,500.00
2015 Big Tex Trailer	\$450.00

EXHIBIT "A"